

FEB 21 '07

4-24 PM

SURFACE TRANSPORTATION BOARD

David A. Shelton
General AttorneyMarch 8, 2007
EQ000003Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, Virginia 23510-9241Writer's Direct Dial Number
(757) 629-2834
(757) 823-5781 (fax)
E-mail: David.Shelton@nscorp.com**VIA AIRBORNE EXPRESS**Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

Dear Mr. Williams:

I am writing concerning documents recorded under Recordation Nos. 19225-D, 19226-B and 19227-B.

Since submitting such documents to the Board for recordation by letter dated February 13, 2007, it has come to my attention that such letter contained an incorrect description of the equipment covered by the documents, viz., the road numbers were not correctly listed.

The correct description of the equipment originally covered by the documents is as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Road Numbers (inclusive)</u>
20	Model Dash 9-40C Diesel-Electric Locomotives (General Electric Company)	NS	8809-8827 and 8829

Additionally, the short summaries of each of the documents appearing in the index should be revised as follows:

Mr. Vernon A. Williams
March 8, 2007
Page 2

19225-D:

Settlement Agreement for Lease Agreement dated as of January 31, 2007, to terminate Lease Agreement with Recordation No. 19225 dated as of February 2, 1995, covering 20 General Electric Model Dash 9-40C diesel-electric locomotives numbered 8809-8827 and 8829, inclusive.

19226-B:

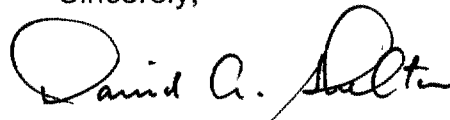
Release of Lien Under Chattel Mortgage and Security Agreement dated as of January 31, 2007, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 19226 dated as of February 2, 1995, covering 20 General Electric Model Dash 9-40C diesel-electric locomotives numbered 8809-8827 and 8829, inclusive.

19227-B:

Release of Chattel Mortgage dated as of February 2, 2007, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 19227 dated as of February 2, 1995, covering 20 General Electric Model Dash 9-40C diesel-electric locomotives numbered 8809-8827 and 8829, inclusive.

I apologize for the error and hope that this letter rectifies the matter. If any additional information is required, please let me know.

Sincerely,


David A. Shelton



Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, Virginia 23510-9241

RECORDATION NO. 19225-D FILED

FEB 21 '07

4-24 PM

SURFACE TRANSPORTATION BOARD

David A. Shelton
General Attorney

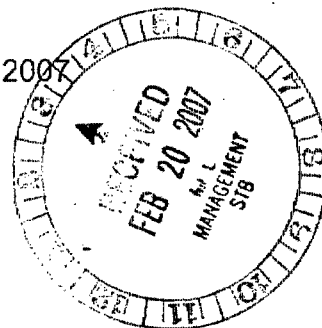
Writer's Direct Dial Number

(757) 629-2834

(757) 823-5781 (fax)

E-mail: David.Shelton@nscorp.com

February 13, 2007
EQ000003



VIA AIRBORNE EXPRESS

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

Dear Mr. Williams:

Enclosed please find two (2) counterparts, properly executed and acknowledged, of each of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

These documents are: (1) a Settlement Agreement for Lease Agreement, a secondary document, dated as of January 31, 2007 ("Document #1"); (2) a Release of Lien Under Chattel Mortgage and Security Agreement, a secondary document, dated as of January 31, 2007 ("Document #2"); and (3) a Release of Chattel Mortgage, a secondary document, dated as of February 2, 2007 ("Document #3"). The primary documents to which these secondary documents are connected are recorded under Recordation Nos. 19225, 19226 and 19227, respectively.

The names and addresses of the parties to each of the secondary documents are as follows:

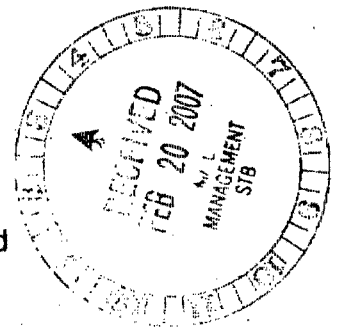
Document #1:

Lessor: CL Jaguar Limited
c/o UFJ Central Leasing Company Limited
Asahi Seimei Otemachi Bldg. 3rd Floor
6-1, Otemachi 2-chome, Chiyoda-ku,
Tokyo, 100-0004, Japan

Mr. Vernon A. Williams
February 13, 2007
Page 2

and

CL Cougar Limited
c/o UFJ Central Leasing Company Limited
Asahi Seimei Otemachi Bldg. 3rd Floor
6-1, Otemachi 2-chome, Chiyoda-ku,
Tokyo, 100-0004, Japan



Lessee: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510

Document #2:

Security Agent: The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York
Branch
(successor to The Tokai Bank, Limited, New York
Branch, the name used in the original filing)
1251 Avenue of the Americas
New York, New York 10020-1104

Document #3:

Secured Party: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510

The equipment originally covered by the documents is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Road Numbers (inclusive)</u>
20	Model Dash 9-40C Diesel-Electric Locomotives (General Electric Company)	NS	8808-8829

A check in the amount of \$102.00 is enclosed to cover the recordation fee of \$34.00 for each of the documents pursuant to 49 CFR § 1002.2(f)(83). Please return

Mr. Vernon A. Williams
February 13, 2007
Page 3

any counterparts not needed by the Board for recordation to me at the above address.

Short summaries of each the documents to appear in the index follow:

Document #1:

Settlement Agreement for Lease Agreement dated as of January 31, 2007, to terminate Lease Agreement with Recordation No. 19225 dated as of February 2, 1995, covering 20 General Electric Model Dash 9-40C diesel-electric locomotives numbered 8809-8829, inclusive.

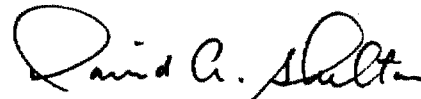
Document #2:

Release of Lien Under Chattel Mortgage and Security Agreement dated as of January 31, 2007, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 19226 dated as of February 2, 1995, covering 20 General Electric Model Dash 9-40C diesel-electric locomotives numbered 8809-8829, inclusive.

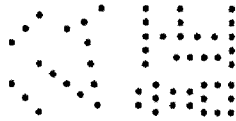
Document #3:

Release of Chattel Mortgage dated as of February 2, 2007, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 19227 dated as of February 2, 1995, covering 20 General Electric Model Dash 9-40C diesel-electric locomotives numbered 8809-8829, inclusive.

Sincerely,


David A. Shelton

Enclosures



RECORDATION NO. 19225-1 FILED

FEB 21 '07

4-24 PM

SURFACE TRANSPORTATION BOARD

**SETTLEMENT AGREEMENT
FOR
LEASE AGREEMENT**

THIS SETTLEMENT AGREEMENT FOR LEASE AGREEMENT (this "Agreement") is made as of January 31, 2007, by and between CL JAGUAR LIMITED and CL COUGAR LIMITED, each a corporation organized and existing under the laws of Japan (collectively, "Lessor"), as party of the first part, and NORFOLK SOUTHERN RAILWAY COMPANY, a corporation organized and existing under the laws of the Commonwealth of Virginia ("Lessee"), as party of the second part.

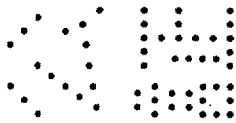
WHEREAS, Lessee and Lessor are parties to that certain Lease Agreement dated as of February 2, 1995 (the "Lease Agreement"), recorded with the United States Interstate Commerce Commission pursuant to 49 U.S.C. section 11301 on February 6, 1995, and assigned recordation number 19225; and

WHEREAS, pursuant to Section 19(a) of the Lease Agreement, Lessee has exercised the option to purchase the Items of Equipment as of the Lease Expiry Date; and

WHEREAS, Lessee desires to purchase the Items of Equipment, and Lessor is willing to sell the same to Lessee;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement.
2. Settlement Procedure. The parties agree that the following steps shall be taken on February 2, 2007 (collectively, the "Settlement Procedure"):
 - (1) Lessee shall pay to Lessor the Purchase Price.
 - (2) Subject to Lessor's receipt of the Purchase Price, Lessor shall deliver to Lessee a bill of sale for the Items of Equipment in the form of Exhibit A hereto, which is made a part hereof (the "Bill of Sale").
 - (3) The parties hereto acknowledge that Lessee is in possession of the Items of Equipment pursuant to the Lease Agreement, and further the parties shall agree that the delivery thereof shall be deemed already accepted by Lessee at Harrisburg, Pennsylvania.
 - (4) Subject to Lessor's receipt of the Purchase Price in full, upon the occurrence of (2) and (3), each party's rights pertaining to the purchase and sale of the



Items of Equipment shall be extinguished and none of the parties shall have any further obligations corresponding thereto.

3. Warranties. The purchase and sale contemplated by the Lease Agreement shall be **AS IS, WHERE IS, WITH ALL FAULTS**, and without warranty whatsoever except as set forth in the Bill of Sale.
4. Lease Termination. Upon consummation of the Settlement Procedure, the Lease Agreement shall terminate with respect to the Items of Equipment, provided that nothing herein shall be deemed to modify survival of the Lease Agreement as contemplated by Section 21(b) thereof.
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single agreement.
6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives duly authorized in that behalf as of the date first above written.

CL JAGUAR LIMITED

By: 

Name: Yukinobu Kawamura

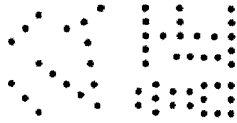
Title: Director

CL COUGAR LIMITED

By: 

Name: Yukinobu Kawamura

Title: Director

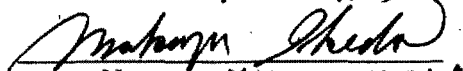


Registration No. 128

NOTARIAL CERTIFICATE

I, the undersigned NOTARY, do hereby certify that Yukinobu Kawamura, Director of CL Jaguar Limited (the "Company"), who has been duly authorized to execute and deliver the foregoing instrument for and on behalf of the Company, being legally established and existing under the laws of Japan and having its registered head office at 6-1 Otemachi 2-chome Chiyoda-ku, Tokyo Japan has executed in my very presence the foregoing instrument.

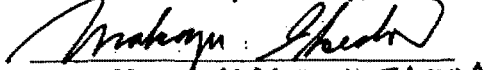
Dated this 31st day of January, 2007

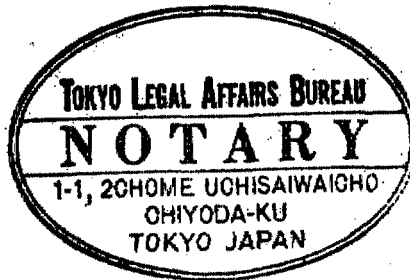

Notary **MAKAZU IKEDA**
Tokyo Legal Affairs Bureau, Japan



I, the undersigned NOTARY, do hereby certify that Yukinobu Kawamura, Director of CL Cougar Limited (the "Company"), who has been duly authorized to execute and deliver the foregoing instrument for and on behalf of the Company, being legally established and existing under the laws of Japan and having its registered head office at 6-1 Otemachi 2-chome Chiyoda-ku, Tokyo Japan has executed in my very presence the foregoing instrument.

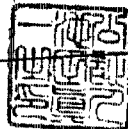
Dated this 31st day of January, 2007


Notary **MAKAZU IKEDA**
Tokyo Legal Affairs Bureau, Japan



認 証

日本の法律に基づき設立され、適法に存続し、いずれも東京都千代田区大手町二丁目6番1号に本店を有する、囑託人有限会社シー・エル・ジャガー取締役河村幸信及び囑託人有限会社シー・エル・クーガー取締役河村幸信は、その代表権に基づき添付の「決済契約」に本公証人の面前で署名した。



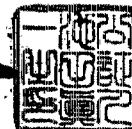
よって、これを認証する。

平成19年 1 月 31 日、本公証人役場において
東京都千代田区内幸町2丁目1番1号

東京法務局所属

公 証 人
Notary

池田真一
MAKAZU IKEDA



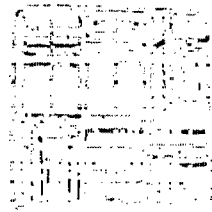
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成19年 1 月 31 日

東京法務局長

戸田信久



APOSTILLE

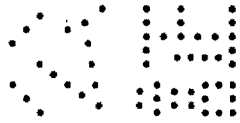
(Convention de La Haye du 5 octobre 1961)

1. Country: JAPAN
This public document
2. has been signed by MAKAZU IKEDA
3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
4. bears the seal/stamp of MAKAZU IKEDA
Certified
5. at Tokyo
6. JAN 31 2007
7. by the Ministry of Foreign Affairs
8. 07- No 000032
9. Seal/stamp:
10. Signature



[Signature]

Kazuo OYABE
For the Minister for Foreign Affairs

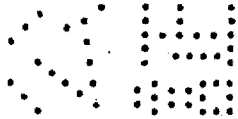


**NORFOLK SOUTHERN RAILWAY
COMPANY**

By: _____

Name: William J. Romig

Title: Vice President and Treasurer



NOTARIAL CERTIFICATE

STATE OF VIRGINIA)
)
CITY OF NORFOLK)

On this _____ day of _____, 2007, before me, a Notary Public, personally appeared William J. Romig, to me personally known, who, being by me duly sworn, says he is Vice President and Treasurer of Norfolk Southern Railway Company, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires:

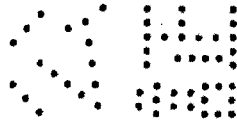


EXHIBIT A

BILL OF SALE

The undersigned, CL Jaguar Limited and CL Cougar Limited, each a corporation organized and existing under the laws of Japan, do hereby sell, assign, transfer and convey to Norfolk Southern Railway Company, a corporation organized and existing under the laws of the Commonwealth of Virginia, all of their right, title and interest in and to the following units of railroad equipment:

Twenty (20) General Electric Dash 9-40C diesel-electric locomotives marked with the road numbers of Norfolk Southern Railway Company 8809 through 8829, inclusive.

Such conveyance is AS IS, WHERE IS, with all faults, and without any warranty whatsoever except as set forth below.

The undersigned do hereby warrant and represent to Norfolk Southern Railway Company that the title to the units of railroad equipment conveyed hereby is such title as the undersigned received pursuant to the Bill of Sale dated February 16, 1995, executed by the Manufacturer as seller in favor of the undersigned, free and clear of all right, title and interest of the undersigned and the Lessor Liens.

Capitalized terms not defined herein shall have the meaning as ascribed thereto in that certain Lease Agreement dated as of February 2, 1995, by and among Norfolk Southern Railway Company, as Lessee; the undersigned, as Lessors; and CL Cougar Limited, as Representative Lessor.

IN WITNESS WHEREOF, CL Jaguar Limited and CL Cougar Limited each has caused its name to be signed hereto by one of its corporate officers this 2nd day of February, 2007.

CL JAGUAR LIMITED

By: _____

Name: Yukinobu Kawamura

Title: Director

CL COUGAR LIMITED

By: _____

Name: Yukinobu Kawamura

Title: Director

**NORFOLK SOUTHERN RAILWAY
COMPANY**

By: William J. Romig

Name: William J. Romig

Title: Vice President and Treasurer

NOTARIAL CERTIFICATE

STATE OF VIRGINIA)

CITY OF NORFOLK)

On this 31ST day of JANUARY, 2007, before me, a Notary Public, personally appeared William J. Romig, to me personally known, who, being by me duly sworn, says he is Vice President and Treasurer of Norfolk Southern Railway Company, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

MARCH 31, 2007

Rebecca P. Fagan

Notary Public
REBECCA P. FAGAN
NOTARY PUBLIC

